

BEFORE  
THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA  
DOCKET NO. 2021-385-T - ORDER NO. 2022-262  
APRIL 21, 2022

IN RE: Application of All American Relocation,	)	ORDER APPROVING
Incorporated for Sale, Transfer, or Lease of	)	TRANSFER OF
Class E (Household Goods) Certificate of	)	CERTIFICATE
Public Convenience and Necessity from	)	
Charlotte Van and Storage Company,	)	
Incorporated	)	

**I. INTRODUCTION**

This matter comes before the Public Service Commission of South Carolina ("Commission") on the Application ("Application") of All American Relocation, Inc. ("All American" or "Company"). All American requests the transfer of the Certificate of Public Convenience and Necessity ("Certificate")<sup>1</sup> previously issued to Charlotte Van & Storage Co., Inc., for the transfer of Household Goods between points and places in South Carolina.

**II. PROCEDURAL HISTORY**

All American is a full-service moving and storage company with locations in Charlotte and Raleigh, North Carolina. The Certificate at issue is currently held by Charlotte Van & Storage Company, Inc. ("Charlotte Van" or "Transferor"), located in Lancaster, South Carolina. The transfer of the Certificate from Charlotte Van to All

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<sup>1</sup> Certificate No. 6003-A. The Certificate was incorrectly cited in the Application as Certificate No. 6003. During the hearing, ORS witness Thomas McGill confirmed the Certificate at issue is 6003-A.

American (collectively, the “Parties”) requires Commission approval, and the Application was filed with the Commission on December 22, 2021.

By letter dated January 6, 2022, the Clerk’s Office instructed All American to publish a Notice of Filing (“Notice”) in newspapers of general circulation in the areas affected by the Application. The Notice provided information regarding the nature of the proceeding and advised any person desiring to participate as a party of record to file a Petition to Intervene on or before February 11, 2022. The Notice was published in *The Greenville News* and *The State*, and the Company filed proof of publication on February 10, 2022. No party intervened in the docket.

The evidentiary hearing was held on March 29, 2022. Chairman Justin T. Williams presided. All American was represented by John J. Pringle, Esquire. The Office of Regulatory Staff (“ORS”), a party of record pursuant to S.C. Code Ann. section 58-4-10(B) (Supp. 2021), was represented by Donna L. Rhaney, Esquire.

### **III. FACTS AND EVIDENCE OF RECORD**

Joe Coffman, the President of All American, testified at the hearing about the Company and its intent to enter the moving business in South Carolina. All American has been under the same ownership for over twenty years, is an agent for Mayflower Transit, and has been represented on professional moving boards. Accordingly, the Company has substantial experience in the moving industry and a strong presence in North Carolina.

Charlotte Van’s owner, Frank Watson, decided to cease business operations and approached All American about taking over Charlotte Van and absorbing its customers. All American agreed, and Mr. Watson assumed a contract position within All American. Although the Certificate was not contemplated in the original agreement between the

Parties, it became clear that the Company could utilize the Certificate to assist its interstate customers.

Mr. Coffman testified that Charlotte Van formally agreed to transfer its Certificate to All American, which was memorialized in writing on December 15, 2021. The agreement was included in the Application and entered into evidence at the hearing. (Hearing Exhibit 1.) According to the agreement, no money, goods, services, or other assets were transferred in exchange for the Certificate, and there were no outstanding debts or claims against the Transferor, Charlotte Van. (*Id.*) Moreover, there are no liens, mortgages, or debts in any way affecting the Certificate. (*Id.*)

According to the testimony, the Company plans to “operate under the S.C. Tariff Bureau, Inc. Tariff” (“SCTB”) and serve the entire state of South Carolina. (Hearing Exhibit 1, pp. 2-3.) As a part of its Application, All American provided its Tariff Agreement with the SCTB, referencing the requested Certificate, and a proposed Bill of Lading. The Company also filed a Limited Power of Attorney in connection with its SCTB membership. These exhibits were entered into the record as Hearing Exhibit 2.

The evidence reveals All American has a fleet of trucks as well as liability and cargo insurance coverage. Additionally, All American affirmed it “has not been convicted of operating with no intrastate household goods authority or failure to abide by the rules and regulations pertaining to the intrastate transportation of household goods in this state or any other state.” (Hearing Exhibit 1, p. 2.) The Company further confirmed it has not had a certificate revoked in South Carolina or any other state. (*Id.*) Included in All American’s Application were business and safety records as well as financial documents.

The Company's balance sheets represent that it is financially able to furnish the services specified in the Application. (*See* Hearing Exhibit 1.)

Likewise, the Transferor is current in terms of Annual Reports, Gross Receipts, and other filings. (Hearing Exhibit 1.) As previously noted, the Transferor memorialized its intent to reassign its Certificate to All American. The Transferor verified that no money, goods, services, or other assets were transferred in exchange for the Certificate, and there were no outstanding debts or claims against the Transferor. Additionally, the Transferor confirmed there were "no claims for loss of or damage to goods transported or received for transportation; no claims for overages on property transported; no interline accounts due other carriers; and no wages due employees of the Transferor." (Hearing Exhibit 1.)

On March 29, 2022, ORS filed a letter with the Commission regarding its review of All American's Application. ORS stated it "conducted an inspection of the Company's records and equipment. Based on this inspection and review, ORS is of the opinion that the Company will meet the requirements of fit, willing and able as required of a Household Goods Mover under the provisions of S.C. Code Ann. Regs. 103-133." (Hearing Exhibit 3).

#### **IV. APPLICABLE LAW**

The Commission has the authority to approve the transfer of a Certificate of Public Convenience and Necessity. S.C. Code Ann. Regs. 103-135(1) (2012). An application for approval of the transfer of a Certificate must be filed with the Commission and served on ORS. (*Id.*) The Commission shall approve an application for the transfer of a Certificate of PC&N upon finding:

(1) that sale, assignment, pledge, **transfer**, change of control, lease, merger, or combination thereof **will not adversely affect the service to the public** under said certificate,

(2) that the person acquiring said certificate or control thereof is **fit, willing, and able** to perform such service to the public under said certificate, and

(3) that **all services under said certificate have been continuously offered and reasonably provided to the public for a period of time not less than twelve months prior to the date of the filing of the application** for approval of the sale, lease or transfer of said certificate, or, in lieu thereof, that any suspension of service exceeding thirty (30) days shall have been approved by the commission, seasonal suspensions excepted. No sale, lease, transfer, assignment, or hypothecation of a Certificate of PC&N will be approved where such action would be destructive of competition or would create an unlawful monopoly. If the application does not contain evidence that the authorized services have been continuously offered and reasonably provided to the public for a period of time not less than twelve (12) months prior to the date of the filing of the application, the application may be denied. No sale, lease, transfer, assignment, or hypothecation of a Certificate of PC&N will be approved where such action would be destructive of competition or would create an unlawful monopoly.

If the application does not contain evidence that the authorized services have been continuously offered and reasonably provided to the public for a period of time not less than twelve (12) months prior to the date of the filing of the application, the application *may* be denied.

S.C. Code Ann. Regs. 103-135(4) (2012) (emphases added).

The “fit,” “willing,” and “able” requirements of S.C. Code Ann. Regs. 103-135(4) are defined as follows.

- a. FIT. The applicant must demonstrate or the commission determines that the applicant's safety rating is satisfactory. This can be obtained from U.S.D.O.T. and S.C.D.P.S. safety

records. Applicants should also certify that there are no outstanding judgments pending against such applicant and that applicant is financially fit to do business as a certified carrier. The applicant should further certify that he is familiar with all statutes and regulations, including safety regulations, governing for-hire motor carrier operations in South Carolina and agree to operate in compliance with these statutes and regulations.

- b. ABLE. The applicant should demonstrate that he has either purchased or leased on a long-term basis, necessary equipment to provide the service for which he is applying. Thirty days or more shall constitute a long-term basis. The applicant must undergo an inspection of all vehicles and facilities to be used to provide the proposed service. The applicant should also provide evidence in the form of insurance policies or insurance quotes, indicating that he is aware of the commission's insurance requirements and the costs associated therewith. Additionally, the applicant can file a statement indicating the applicant's purpose for seeking a Class E Certificate, the applicant's 5-year plan if the commission grants the applicant a Class E Certificate, and such other information that may be contained in a business proposal.
- c. WILLING. Having met the requirements as to “fit and able,” the submitting of the application for operating authority would be sufficient demonstration of the applicant's willingness to provide the authority sought.

S.C. Code Ann. Regs. 103-133(1) (2012).

Regulations also require that a transfer agreement must be filed with the application and must contain the entire agreement between parties. S.C. Code Ann. Regs. 103-135(3)(a). The agreement must contain an accurate description of the operating rights and property to be transferred. (*Id.*) Further, the Regulations require the applicant to file with the commission and serve on the ORS:

. . . a statement under oath showing (1) all assets of the holder of the certificate to be sold, (2) all debts and claims against the transferor (seller) of which such seller has any

knowledge or notice, (3) wages due employees of the transferor (seller), (4) unremitted COD collections due shippers, (5) claims for loss of or damage to goods transported or received for transportation, (6) claims for overcharges on property transported, and (7) interline accounts due other carriers.

There also shall be filed with the commission and served on the ORS a verified statement from the transferee (purchaser) or an authorized agent or officer thereof, guaranteeing the payment of all just obligations as listed in the sworn statement of the seller.

S.C. Code Ann. Regs. 103-135(3)(b).

Finally, Regulation 103-135(6) prohibits the sale for value of any Certificate of Public Convenience and Necessity issued subsequent to July 1, 1983. (*See also* S.C. Code Ann. § 58-23-340.)

## **V. ANALYSIS**

According to the Application and the testimony before the Commission, All American meets the “fit,” “willing,” and “able” requirements of S.C. Code Ann. Regs. 103-135(4). No evidence has been presented that granting the transfer will hinder competition or create an unlawful monopoly. Additionally, there is no evidence to suggest the transfer would adversely affect service to the public. Based on the testimony of Mr. Coffman and the letter from ORS, we find and conclude that the transfer, which was not made for value of any kind, is in the public interest. Therefore, the focus of our analysis will be on the certificate being “continuously offered and reasonably provided to the public for a period of time not less than twelve months prior to the date of the filing of the application.” S.C. Code Ann. Regs. 103-135(4).

South Carolina Regulations state the Commission shall approve an application when it meets the three requirements outlined in S.C. Code Ann. Regs. 103-135(4). However, when an application is lacking evidence of the third requirement – that moving services have been “continuously and reasonably provided to the public. . . .not less than twelve (12) months prior to the date of the filing of the application” – an “application *may* be denied.” S.C. Code Ann. Regs. 103-135(4) (emphasis added). All American asserts this permissive language allows the Application to be approved without meeting the continuous use requirement, and in the alternative, that a waiver should be granted to the Company if it does not meet the requirement.

Based on the testimony, Charlotte Van stopped providing moving services approximately one (1) year before the Application was filed. Consequently, almost all of the Bills of Lading entered into evidence at the hearing were from 2020, over a year ago. There was no evidence presented that Charlotte Van was continuously providing services a year prior to the date of the Application. However, All American’s interpretation of the statute allows the Commission to award the Certificate despite the lapse in service.

In the alternative, All American states “[t]o the extent that waiver of the ‘continuously offered and reasonably provided’ language in S.C. Code Ann. Regs. 135(4) is necessary, Applicant requests that this provision be waived pursuant to 10 S.C. Code Ann. Regs. 103-803.” (Hearing Exhibit 1, p. 3.) All American submits the provision may be waived pursuant to S.C. Code Ann. Regs. 103-803 because a waiver would be “appropriate in these circumstances and is not contrary to the public interest.” (*Id.*)

Mr. Coffman’s testimony regarding the history and activity of the two businesses, the timeline of events, and the transfer of clients from Charlotte Van to All American



explains the lapse in service during the time period at issue. Further, there is no apparent threat to the public interest to allow the transfer of the Certificate. Therefore, the transfer of the Certificate is appropriate under either a permissive interpretation of the language or an acceptance of a waiver.

Finally, All American filed a proposed Bill of Lading prior to the hearing. After questioning during the hearing about the appropriateness of the word “uniform” in the Bill of Lading, All American agreed to file an updated, late-filed Bill of Lading removing the word uniform from the title. Subsequently, however, the Company submitted a letter asking the Commission to accept the Bill of Lading as written, referencing the expense to update it and the lack of substantive changes other than the Company’s name and address. The Commission grants the Company’s request.

## **VI. FINDINGS OF FACT**

After review of the Application and all of the evidence in the record, the Commission makes the following findings of fact:

1. The Commission finds that All American’s Application was properly filed with the Commission.
2. The Commission finds that a copy of the transfer agreement was filed with the Application and contains the entire agreement between the Parties.
3. The Commission finds that the Transferor verified that no money, goods, services, or other assets were transferred in exchange for the Certificate, and there were no outstanding debts or claims against the Transferor.
4. The Commission finds that the transfer will not adversely affect the service to the public.

5. The Commission finds that All American is fit, willing, and able to perform such service to the public under said Certificate.

6. The Commission finds the record shows that the services authorized under the Certificate have not been continuously offered for a period of at least twelve months prior to the filing of the Application; however, the evidence of record regarding the history and activities of the Parties, the timeline of the Transferor ceasing business, and the transfer of clients to All American explain the lack of Bills of Lading for the twelve months immediately prior to the date of the filing of the Application.

7. The Commission finds the Proposed Bill of Lading should be approved as filed.

## **VII. CONCLUSIONS OF LAW**

After review of the Application and all of the evidence in the record, the Commission makes the following conclusions of law:

1. The Commission concludes All American's request to transfer the Certificate was filed with the Commission and served on ORS pursuant to S.C. Code Ann. Regs. 103-135 (1).

2. The Commission concludes the transfer agreement was filed with the Application and contains the entire agreement between the Parties pursuant to S.C. Code Ann. Regs. 103-135 (3)(a).

3. The Commission concludes the signed transfer agreement between the Parties, filed with the Application, meets the requirements of S.C. Code Ann. Regs. 103-135 (3)(b).

4. The Commission concludes the transfer of the Certificate will not adversely affect the service to the public pursuant to S.C. Code Ann. Regs. 103-135(4).

5. The Commission concludes All American meets the “fit,” “willing,” and “able” requirements of S.C. Code Ann. Regs. 103-135(4).

6. The Commission concludes S.C. Code Ann. Regs. 103-135(4) allows, but does not require, the Commission to deny the Application for not containing “evidence that the authorized services have been continuously offered and reasonably provided to the public for a period of time not less than twelve (12) months prior to the date of the filing of the application.”

7. The Commission concludes the transfer of the Certificate to All American Relocation, Inc. from Charlotte Van and Storage Company, Inc. should be granted.

#### **VIII. ORDERING PROVISIONS**

##### **IT IS THEREFORE ORDERED:**

1. The Application of All American Relocation, Inc. for transfer of a Class E Household Goods Motor Carrier Certificate of Public Convenience and Necessity from Charlotte Van and Storage, Company Inc. is hereby approved.

2. The proposed Bill of Lading filed by All American on March 21, 2022, is approved and attached hereto as Order Exhibit 1.

3. All American, for the duration of operating pursuant to this Class E Household Goods Motor Carrier Certificate of Public Convenience and Necessity, shall notify the Commission and the Office of Regulatory Staff in writing of any changes to Applicant’s mailing and/or physical address, email, telephone, or other contact information.

4. All American shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. § 58-23-10 *et. seq.* (2015), as amended, and by S.C. Code Ann. Regs. 103-100 through 103-241 (2012) of the Commission's Rules and Regulations for Motor Carriers, and S.C. Code Ann. Regs. 38-400 through 38-503 (2014) of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission

5. Upon compliance with the filing of information as required by Sections 58-23-10 through 1830, and Regulations 103-100 through 846, the Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

6. Prior to compliance with the requirements regarding the filing of certain information with the ORS and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

7. Failure of All American to either (1) complete the certification process by complying with the requirements of filing with the ORS proof of appropriate insurance, the payment of any applicable fees, and other information required by law within ninety (90) days of the date of this Order or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, this Order granting the Application shall be deemed null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

8. Should All American fail to comply with the requirements set forth in this Order, then ORS is requested to furnish the name and docket number of All American to the Commission pursuant to the two-month reporting requirement contained in

Order Number 2014-443 (May 21, 2014). After such notification, the Docket shall be closed.

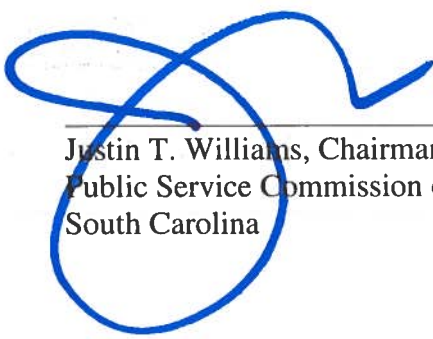
9. All American shall file Annual Reports for the preceding calendar year with the Commission and ORS on or before March 31<sup>st</sup> of each year, as required by S.C. Code Ann. Regs. 103-231 (2012).

10. All American shall file Gross Receipts for the preceding calendar year with the Commission and ORS, pursuant to annual assessment requirements, using the following form:

<https://ors.sc.gov/sites/default/files/Documents/Regulatory/Gross%20Receipts/Transportation%20Gross%20Receipts%20Form.pdf>. See S.C. Code Ann. §§ 58-3-100 (2015), 58-3-540 (2015), and 58-4-60 (Supp. 2021).

11. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



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Justin T. Williams, Chairman  
Public Service Commission of  
South Carolina

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

ALL AMERICAN RELOCATION, INC.

5433 WYOMING AVE  
CHARLOTTE, NC 28273

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER

REFER TO THIS REC. NO. 

SHIPPER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
FLOOR \_\_\_\_\_ ELEV. \_\_\_\_\_ TEL. \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_

CONSIGNEE TO \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
FLOOR \_\_\_\_\_ ELEV. \_\_\_\_\_ TEL. \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_

SHIPPER REQUESTS NOTIFICATION OF ACTUAL  
WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐

PREFERRED DELIVERY DATE(S)  
OR PERIODS OF TIME \_\_\_\_\_

NOTIFY \_\_\_\_\_ TEL. \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
RECEIVED \_\_\_\_\_  
SUBJECT TO \_\_\_\_\_ ROUTING \_\_\_\_\_

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR  
CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES  
POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK  
WILL NOT BE ACCEPTED.

GENERAL  
CONDITIONS:

RATES, RULES AND REGULATIONS IN  
TARIFF \_\_\_\_\_ SEC. \_\_\_\_\_

INVOICING

GOVT. B/L No. \_\_\_\_\_  
BILL CHARGES TO \_\_\_\_\_

THIS SHIPMENT WILL MOVE SUBJECT TO  
THE RULES AND CONDITIONS OF THE CARRIER  
& TARIFF. ALL TERMS PRINTED OR  
STAMPED HEREON OR ON THE REVERSE  
SIDE HEREOF. SHIPPER HEREBY RELEASES  
THE ENTIRE SHIPMENT TO A VALUE NOT  
EXCEEDING \_\_\_\_\_ THE CARRIER'S LIABILITY  
FOR LOSS AND DAMAGE WILL BE .60  
PER LB. PER ARTICLE UNLESS A GREATER  
AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED \_\_\_\_\_  
Shipper \_\_\_\_\_ Date \_\_\_\_\_

TIME RECORD

START \_\_\_\_\_  
FINISH \_\_\_\_\_  
AM AM Customers Initials  
PM PM Customers Initials

JOB HOURS \_\_\_\_\_  
TRAVEL TIME \_\_\_\_\_  
TOTAL HOURS \_\_\_\_\_

TRANSPORTATION SERVICES  
HOURLY CHARGE

STRAIGHT TIME  
VAN(S) \_\_\_\_\_ MEN \_\_\_\_\_ HOURS AT \$ \_\_\_\_\_ PER HR.

OVERTIME SERVICES  
VAN(S) \_\_\_\_\_ MEN \_\_\_\_\_ HOURS AT \$ \_\_\_\_\_ PER HR.

TRAVEL TIME HOURS at \$ \_\_\_\_\_

OTHER CHARGES \_\_\_\_\_

OTHER CHARGES \_\_\_\_\_

PACKING \_\_\_\_\_

INSURANCE \_\_\_\_\_

TOTAL \_\_\_\_\_

DATE DELIVERED \_\_\_\_\_

DRIVER \_\_\_\_\_

WEIGHT AND SERVICES

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

☐ SPACE RES. \_\_\_\_\_ CU. FT.

☐ EXCL. USE OF VEH. \_\_\_\_\_ CU. FT.

GROSS \_\_\_\_\_ TARE \_\_\_\_\_ NET \_\_\_\_\_ RATE \_\_\_\_\_ CHARGES \_\_\_\_\_

TRANSPORTATION \_\_\_\_\_ MILES \_\_\_\_\_

ADD'L. LIAB. CHG. (PER SHIPMENT CHARGE) \_\_\_\_\_

ADD'L. TRANS. (SURCHARGE) \_\_\_\_\_ ☐ ORIG. ☐ DEST. \_\_\_\_\_

EXTRA PICKUPS OR DELIVERIES: NO. \_\_\_\_\_ BY \_\_\_\_\_  
AT \_\_\_\_\_

EXCESSIVE CARRY \_\_\_\_\_ ELEVATOR \_\_\_\_\_ STAIRS \_\_\_\_\_

PIANO HANDLING: OUT \_\_\_\_\_ IN \_\_\_\_\_ HOIST \_\_\_\_\_

ADD'L. LABOR \_\_\_\_\_ MEN FOR \_\_\_\_\_ MAN HOURS \_\_\_\_\_

WAREHOUSE HANDLING \_\_\_\_\_

TRANSIT STORAGE: FROM \_\_\_\_\_ TO \_\_\_\_\_

S.I.T. VALUATION CHARGE \_\_\_\_\_

APPLIANCE SERVICES

ORIGIN DUE \_\_\_\_\_

DEST. DUE \_\_\_\_\_

OTHER CHARGES

CARTAGE: TO WHSE ☐ FROM WHSE ☐ ORIG ☐ DEST ☐ MI \_\_\_\_\_ QUANTITY \_\_\_\_\_

BARRELS \_\_\_\_\_ 5 \_\_\_\_\_

CARTONS \_\_\_\_\_ LESS THAN 1 1/2 \_\_\_\_\_

CARTONS \_\_\_\_\_ 1 1/2 \_\_\_\_\_

CARTONS \_\_\_\_\_ 3 \_\_\_\_\_

CARTONS \_\_\_\_\_ 4 1/2 \_\_\_\_\_

CARTONS \_\_\_\_\_ 6 \_\_\_\_\_

CRIB MATTRESS \_\_\_\_\_

WARDROBES (USE OF) \_\_\_\_\_

MATTRESS CARTON NOT EXCEEDING 39 x 75 \_\_\_\_\_

MATTRESS CARTON NOT EXCEEDING 54 x 75 \_\_\_\_\_

MATTRESS CARTON EXCEEDING 54 x 75 \_\_\_\_\_

CRATES \_\_\_\_\_ MIRROR CARTONS \_\_\_\_\_

TOTAL PACKING \_\_\_\_\_

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L. TOTAL CHARGES \_\_\_\_\_

PREPAYMENT: COLLECTED BY \_\_\_\_\_

BALANCE DUE: COLLECTED BY \_\_\_\_\_

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES  
ORDERED WERE PERFORMED.

REC'D FOR STORAGE \_\_\_\_\_ CONSIGNEE \_\_\_\_\_

BY \_\_\_\_\_ PER \_\_\_\_\_ WAREHOUSE \_\_\_\_\_

(WAREHOUSEMAN'S SIGNATURE) \_\_\_\_\_ DATE \_\_\_\_\_

## CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such containers are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in cases of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within ninety days after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time, for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperative, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee cannot be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the same name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that, if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any service at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of owner before loading.

Where the carrier is directed to unload or deliver property (or render any service at) the place or places at which the consignee or his agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges occurring on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges. Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.